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KENNEDY LILLIS SCHMIDT & ENGLISH
Craig S. English, Esq. (CE9890)
75 Maiden Lane - Suite 402
New York, N.Y. 10038-4816
Telephone: 212-430-0800
Telecopier: 212-430-0810
Attorneys for Defendant
CONCORDIA INTERNATIONAL FORWARDING CORP.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FIREMAN'S FUND INSURANCE COMPANY,
a/s/o TRANS-LUX CORPORATION,

Plaintiff,

- v. -

CONCORDIA INTERNATIONAL FORWARDING
CORP., and SINGAPORE AIRLINES,

Defendants.

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)
) 07 Civ. 5813 (DC)
)
)

) DEFENDANT CONCORDIA
) INTERNATIONAL FORWARDING
) CORP.'S REPLY TO
) CROSSCLAIMS
)
)
)

Defendant, Concordia International Forwarding Corp.
("Concordia"), by and through undersigned counsel, Kennedy
Lillis Schmidt & English, as and for their answer to codefendant
SINGAPORE AIRLINES cross-claims, states upon information and
belief as follows:

AS TO THE FIRST CROSS-CLAIM

1. Defendant Concordia denies the allegations
contained in paragraph FIFTEEN of Singapore Airlines Cross-
claims.

AS TO THE SECOND CROSS-CLAIM

2. Defendant Concordia denies the allegations contained in paragraph SIXTEEN of Singapore Airlines Cross-claims.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

3. The alleged damage and/or delay sustained by the Cargo was caused or contributed to by the consignor's failure to furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo could be delivered to the consignee, by reason of which the defendant shall be wholly or partly exonerated from its liability, if any, to the plaintiff, to the extent that such failure caused or contributed to the damage and/or delay, as required by Article 16 of The Hague Protocol to the Warsaw Convention 1955.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

4. The plaintiff's claims arise under and are governed exclusively by the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, Done at The Hague On 28 September 1955 ("The Hague Protocol to the

Warsaw Convention 1955"), pursuant to which the defendant's liability is excluded or limited.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

5. All services performed by the defendant with respect to the cargo were undertaken pursuant to the terms of The Hague Protocol to the Warsaw Convention 1955, defendant's air waybill, tariff and/or service guide in effect on the date of the shipment, pursuant to which the defendant's liability is excluded or limited.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

6. To the extent that the plaintiff seeks to assert a claim for alleged delay in the delivery of the Cargo, such claim is barred for failure of the person entitled to delivery to have made a complaint in writing at the latest within twenty-one days from the date on which the cargo was placed at his or her disposal, as required by Article 26 of The Hague Protocol to the Warsaw Convention 1955.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

7. To the extent that the plaintiff seeks to assert a claim for alleged damage to the Cargo, such claim is barred for failure of the person entitled to delivery to have made a complaint in writing at the latest within fourteen days from the date of his or her disposal or her receipt of the Cargo, as re-

quired by Article 26 of The Hague Protocol to the Warsaw Convention 1955.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

8. The alleged damage sustained by the Cargo was caused or contributed to by defective packing of that Cargo performed by a person other than the defendant or its servants or agents, by reason of which the defendant shall be wholly or partly exonerated from its liability, if any, to the plaintiff, to the extent that such defective packing caused or contributed to the damage, as required by Articles 18 and 21 of The Hague Protocol to the Warsaw Convention 1955.

Dated: New York, New York
August 17, 2007

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Defendant
CONCORDIA INTERNATIONAL
FORWARDING CORP.

By: 

Craig S. English, Esq. (CE9890)
75 Maiden Lane - Suite 402
New York, New York 10038-4816
Telephone: 212-430-0800

TO: BADIAK & WILL, LLP
Attorneys for Plaintiff
106 Third Street
Mineola, New York 11501-4404
Telephone: (516) 877-2225
Attention: Alfred J. Will, Esq. (AJW-2485)
Ref.: 07-H-201-AW